

NOTICE TO BIDDERS: June 6, 2016

The City of Ladue, Missouri is seeking bids for the demolition of the existing Firehouse No. 1 and the construction of the new Firehouse No. 1 located at 9213 Clayton Rd. in Ladue, MO.

Bid documents will be available starting June 6th, 2016. Access will be provided by contacting:

County Blue
1449 Strassner Drive
St. Louis, MO 63144
314-961-3800

A pre-bid walk-through will be held on Thursday June 9, 2016 at 2:00 PM. This walk-through is highly encouraged for all bidders.

Bids are due no later than 2:00 PM on June 30, 2016. The bids will be read aloud shortly following the receipt of bids in the Council Chambers. Bids received after 2:00 PM will not be opened.

The project is tax exempt.

SCOPE OF WORK

Base bid: The scope of work at the Firehouse No. 1, located at 9213 Clayton Road, includes complete demolitions, removal, and haul-off of the existing structure and foundations, shoring of soils for construction of new foundation and basement, erection of all new 9,065 SF Firehouse No. 1 as shown in the bidding documents. Includes all civil demo and new construction of utilities and pavements. Includes new parking structure and new generator.

Abatement of the structure will be performed prior to the start of this scope of work and will be performed by others.

Three (3) ADD alternate bids are listed on the proposal form for window treatments and additional basement space.

Bidders are to comply with ALL specifications and plans. Bidders shall reference Specification Section 002113 for Supplementary Instructions to Bidders and 008000 for Scope of Work.

BID SUBMITTAL

Bids will be accepted at the Ladue City Hall, 9345 Clayton Road, Ladue, MO 63124, until 2:00 PM. on Thursday June 30, 2016.

Bids must be submitted on the forms provided and signed by an authorized officer of the company. No partial or incomplete bids will be accepted.

Bids must be submitted in duplicate (1 original and 1 copy) in a sealed envelope with the name of the company listed on the exterior of the envelope.

Faxed or emailed bids will NOT be accepted.

BID BOND

A surety in the form of a **certified check or a bid bond** in the amount of 5% of the bid total must accompany all proposals. Bid bonds will be returned after a Notice To Proceed is issued to the successful bidder. The tentative schedule for the award is July 18th, 2016.

PAYMENT OF WAGES

Not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specification for work under the contract, must be paid to all workers performing work under the contract. The contractor will forfeit a penalty to the contracting public body \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor.

HOUSE BILL 1549 COMPLIANCE

The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour safety training program required under Section 292.675, RSMo, if they have not previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

OTHER RSMo REQUIREMENTS

Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) The notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) Proof of coverage for workers' compensation or self-insurance signed by the transient employer and verified by the

department of revenue through the records of the division of workers' compensation; and (3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall under section 285.234, RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.

CONTRACT BOND AND CERTIFICATES OF INSURANCE

Upon award of contract, the successful contractor shall, within ten working days, file with the City a payment bond and a performance bond in the amounts of 100% of the contract amount.

The contractor agrees that he shall and will indemnify, hold harmless and defend the Owner, his agents, servants and employees from and against any and all losses, damages (by judgment or settlement), charges and expenses (including reasonable attorney's fees), which they or any one or more of them may incur or sustain by reason of any claims or causes of action for personal injury or injuries, including death, to any person or persons whomsoever (including the officer, agents, servants or employees of the Contractor or of any subcontractor) including but not limited to such claims or causes of action arising out of, or in any way connected with, or occasioned by the work performed by the Contractor or subcontractors, their respective agents, servants or employees under or pursuant to this contract.

Selected Firms must maintain the following basic insurance under any agreement resulting from this Request for Proposal. A valid Certificate of Insurance utilizing the current ACCORD 25 form must be provided to the City before any goods or services can be provided. The City reserves the right to reject any insurance proposed by the Selected Firm. Preference will be given to insurance written on an "occurrence" basis; however, if any Selected Firm or subcontractor can obtain liability insurance only on a "claims made" basis, that entity must provide the City with evidence that the current claims made policy is renewed on expiration with the same carrier or provide the City with evidence of purchase of an extended discovery period (tail) of at least one year or a new policy with a different carrier with a retroactive date concurrent with the retroactive date of the present policy. Depending on the nature of the work to be performed or services provided, the City may require an extended discovery period of up to five years.

Commercial General Liability

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence, with coverage for premises/operations, products/completed operations, personal injury, and contractual liability, and an aggregate liability limit of \$2,000,000. This coverage must be primary and non-contributory. Liability policies must use standard industry ISO forms. Copies of any endorsements that restrict or exclude coverage must be provided with the Request for Proposal.

Automobile Liability Insurance

The Selected Firm and all subcontractors must maintain a minimum combined single limit of liability for bodily injury and property damage of \$1,000,000 per occurrence, including coverage for all owned, hired, and non-owned vehicles.

Worker's Compensation

The Selected Firm and all subcontractors must maintain worker's compensation coverage in accordance with the Missouri Worker's Compensation Act and Employers Liability with limits not less than \$1,000,000/\$1,000,000/\$1,000,000.

Commercial Umbrella/Excess Liability

The Selected Firm and all subcontractors must maintain coverage with a limit of at least \$1,000,000.

Professional Liability

All professional service providers (e.g. attorneys, architects, accountants, engineers, physicians, consultants, etc.) must maintain a minimum combined single limit of liability of \$1,000,000 per occurrence and an aggregate liability limit of \$2,000,000.

The above coverages must be underwritten by insurance companies that have at least an A- Financial Strength Rating and a class VII Financial Size Category with A.M. Best Company, Inc. The following must be added as an additional insured on all liability insurance: **City of Ladue, its officers, employees and agents.** A copy of this endorsement must be provided to the City.

All contracts awarded by the City will include an indemnification provision in favor of the City. All insurance policies issued hereunder shall include a "waiver of subrogation" clause in favor of the City, to the greatest extent allowed by law.

All policies must provide 30 days' written notice of cancellation or non-renewal to the City Clerk. The Selected Firm must notify the City Clerk of any change, non-renewal or termination of any coverage. Certificates are to be provided to the City Clerk.

Any changes in the above-noted coverages will be noted in the Request for Proposal. The City of Ladue reserves the right to increase, reduce or waive these insurance requirements depending upon the nature of the work to be performed, the service rendered, or the product provided.

CONTRACTOR'S RESPONSIBILITY

Nothing in these specifications shall be construed as placing the work under the specific direction or control of the City or relieving the Contractor from his liability as an independent contractor and, as such, he shall be solely responsible for the method, manner and means by which he shall perform his work, including, but not limited to

supervision and control of his own personnel, and scheduling of the work required to insure its proper and timely performance and he shall exercise due care to prevent bodily injury and damage to property in the prosecution of the work.

Until the work is accepted, it shall be in the custody and under the charge and care of the Contractor, and he shall take every necessary precaution against injury or damage to the work by the action of all the elements, or from any other cause whatsoever. The Contractor shall restore and make good at his own expense all injuries or damages to any portion of the work before its completion and acceptance. Issuance of any estimate or partial payment to the Contractor for any part of work done will not be considered as final acceptance of any work.

The Contractor agrees to assume and shall have full and sole responsibility for compliance with all Federal, State or Municipal laws and regulations in any manner affecting the work to be performed by the Contractor or subcontractors, including, without limiting the generality of the foregoing, the laws of the State of Missouri relating to the "Safety of Construction Works in Certain Cities," as amended or as may be amended.

PROSECUTION OF WORK

The Contractor shall give his personal attention to the work while in progress and shall provide a competent and reliable superintendent at all times who shall have full authority to act for him.

Any discrepancies or questions pertaining to the extent of the work shall be submitted immediately to the City of Ladue's Architect by contacting:

Chiodini Architects
Attn: Rebecca Kleba
314-725-5588
rkleba@chiodini.com

If the Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen and equipment or performs his work unsuitably or neglects or refuses to remove materials or perform anew such work as has been rejected as defective and unsuitable, or discontinues the prosecution of the work, or for any other cause whatsoever does not carry on the work in an acceptable manner, or if the Contractor becomes insolvent or declares bankruptcy, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of forty-eight (48) hours, the City shall give notice in writing, by registered mail, to the Contractor and surety of such delay, neglect, or default. If the Contractor and his surety after such notice, does not proceed to properly prosecute the work within ten (10) days, the City shall have full power and authority, at the City's option and without violating the contract or bond, to take over the completion of the work, to appropriate or use any or all materials and equipment on the ground that may be suitable and acceptable,

or to enter into agreements with others for the completion of said contract according to the terms and provisions thereof, or to use such other methods as may be required for the completion of said contract in an acceptable manner. For all costs and charges incurred by the Owner, together with the cost of completing the work under the contract, the Contractor and his surety shall be liable and such costs may be deducted from any monies due, or which may become due the Contractor. In case the expense so incurred by the City for work equal in quality and quantity to that required of the Contractor hereunder, is less than the sum which would have been payable under the Contract if it had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and in case such expense for work equal in quality and quantity to that required of the Contractor hereunder, exceeds the sum which would have been payable under the contract, the Contractor and his surety shall be liable and shall pay to the City the amount of said excess. Failure of the City to take action as stipulated above shall not relieve the Contractor and surety of their obligations.

NOTICE TO PROCEED

The project is scheduled to be awarded by July 18, 2016. All paperwork should be completed by the contractor within 10 days of the award of bid in order to get a Notice to Proceed. The contractor will be required to start work within 5 days of the Notice to Proceed.

SCHEDULE

All work awarded shall be completed within Three Hundred and Thirty Three (333) calendar days from the Notice To Proceed This schedule starts on the date of the Notice to Proceed or the date of the executed contract agreement, whichever occurs first. This 333 calendar days also must include an allowance of 15 calendar days for delays due to weather.

PAYMENT

Final payment shall not relieve the Contractor of responsibility for faulty materials or workmanship and he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from the date of final acceptance.

LIQUIDATED DAMAGES

There will be Liquidated Damages applied to this project. See Supplemental Contract Terms in Specification Section 008000.